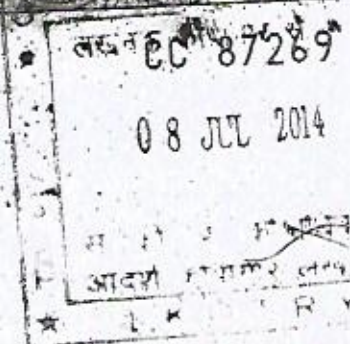




उत्तर प्रदेश UTTAR PRADESH



LICENCE FOR THE USE THE NATIONAL HIGHWAY LAND

Agreement to the cable / duct for crossing of 2 Nos. 185 Sq.mm, 3 Core 11 KV HT Cable across the road at Sarojni Nagar, Km. 16.015 to Km. 16.800 on NH-25 (Lucknow - Kanpur Section) in the state of Uttar Pradesh.

The department Agreement made this 13th day of February of year 2015 between National Highway Authority of India (hereinafter referred to as NHAI) which expression shall unless excluded by or repugnant to the context include its successors of the one part and Electricity Construction Division-IV (hereinafter called the licensee), having its office at Laplace, near Saharaganj, LESA, Lucknow-226 001 through its Shri Rajendra Prasad, Executive Engineer, Electricity Construction Division-IV, Lucknow which expression shall unless excluded by or repugnant to the context, include its successors/administrator, assignees on the second part.

Permission for lay 2Nos, 185 Sq.mm, 3 Core, 11 KV, HT Cable on NH-25 (Lucknow - Kanpur Section) at Km. 16.015 to 16.800, Sarojni Nagar, Tehsil & District Lucknow in the state of U.P.

अधिकारी अभि
विद्युत निर्माण खण्ड (ए
मंडिपिनि
33/11 के बी एस ए
लखनऊ

vi. The laying of any type of linear service like water pipeline, cable etc. along NH can only be a right of way boundary or at a minimum distance of 15m from the centre line of the nearest carriageway or as per the distance indicated under specific project requirements whichever is farthest from the centre line of the existing pavement. Any deviation in this regards can only be with the specific approval of the Competent Authority taking into account the present and future requirement.

vii. In case of all major roads the services lines shall be taken through ducts of sufficient size and strength in order to order to facilitate future repairs/addition of lies, etc. without resorting to cutting open of the road (3.6.1(ii) of IRC).

viii. The installation should be strong enough to stand the super imposed traffic loads and earth pressure (Clause 3.6.1 (iii) of IRC).

ix. For crossing locations, the laying of pipeline can be considered only by adopting horizontal directional drilling (HDD) technology by providing suitable casing pipe.

x. All the precaution has to be taken by the Licensee before lying of cable line.

xi. NHAI will not be responsible for the damage caused to the cable line during widening of NH-25, if any, due to playing of heavy construction equipment during construction.

xii. The concerned cable line must be laid in accordance with specification as mentioned in IEG 95 of year 1997 and MORT&H guidelines dated 28-07-1993. The licensee should abide by the terms & conditions as laid down in NHAI circular no. NHAI/OEC/2K/Volume II, dated 07-11-2000 and MORT&H circular No NH-11/MP/63/75 DATED 19-11-1975. Apart from the above, following conditions/terms are also to be abided by the licensee:-

The laying of the cable, under/ across the road by the licensee on National Highway No. 25 at Sarojini Nagar, from Km.16.015 to Km.16.800 in the state of Uttar Pradesh shall be in accordance with the pre-drawn ROW drawing (ROW DRAWING).

II. Pursuant to the vesting from Km.16.015 to Km.16.800 of National Highway No. 25 (Lucknow - Kanpur Section) in the state of Uttar Pradesh in NHAI notifications NHAI has the requisite authority to enter into this agreement and grant

Permission for lay 2 nos. 100 Samm, 3 Core, 11 kv, n/c Cable on NH-25 (Lucknow - Kanpur Section) in the state of Uttar Pradesh.


आर्य समाज प्रमुख
आर्य समाज प्रमुख

विद्युत निरीक्षण विभाग
संविधिकीर्ति
33/11 के दी एस एस
लखनऊ

permission to the Licensee to lay, operate and maintain cable / duct in the accordance with the term of this agreement.

III. The laying of the cable / duct by the licensee shall be strictly in accordance with the agreed route map on the permitted Highway vested in NHAI. No right of way to the permitted highway is being granted to the licensee under this agreement and the licensee's right are restricted to those specially set out in the agreement.

IV. The permitted Highway on which the licensee has been granted the right of way to lay cable / duct has also been granted to the concessionaire under the concession agreement for up gradation under the concession agreement for up gradation of Lucknow - Kanpur Section of National Highway No. 25 on build, operate and transfer basis.

V. In consideration of the permission granted to the licensee to lay, operate and maintain cable / duct on the permitted Highway the Licensee hereby to pay NHAI one time nominal fee of Rs.1/- as part of this agreement.

VI. The licensee shall furnish a Bank guarantee for the amount collected at the rate of Rs. 50/- (Rs fifty only) per route meter to NHAI for period of one year for ensuring making good the excavated trench for cable / duct by proper filling and compaction and to repair the surface of cross road and clearing debris / loose earth produced due to execution of trenching at least 50m away from the edge of the Right-of-way. No payment shall payable to the licensee for clearing debris / loose earth by the NHAI. In case the work contemplated herein is not completed to the satisfaction of the project director NHAI within a period of eleven months from the date of issue of the bank guarantee, the licensee shall extend the bank guarantee for another period the excavated trench and for road repairs. NHAI shall have a right to make the good the damages caused by excavation at the cost of the licensee and the bank guarantee would be invoked.

VII. The licensee shall grant to the licensee under this agreement to lay cable / duct on the permitted Highway.

VIII. The operation of laying the cable / duct shall be completed by the licensee within six months of the excavation of the agreement.

Permission
Section at K

Cable No. 25 Lucknow - Kanpur
in the state of U.P.

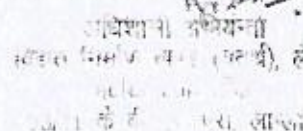
अधिसूचना अधिनियम
केन्द्रीय निर्माण विभाग (बिजली)
म. वि. वि. वि. वि. वि.
12/11 ई. सी. एस. एस. लापल

- IX. The activities of the licensee on the permitted highway shall not disrupt the ordinary use of the permitted highway.
- X. NHAI shall not responsible for any damaged caused to the cable / duct by any activity of NHAI on the permitted Highway. The parties are agreed the licensee is laying cable / duct on the permitted Highway at its own risk.
- XI. The parties agree that the cable / duct shall be laid by the licensee at the edge of the ROW of the permitted Highway as per the drawing approved by NHAI and enclosed with this agreement.
- XII. The top of the casing/ conduit pipe / duct containing the cable shall be 2.60m below the surface of the road subject to being at least 0.3m below the drain inverts.
- XIII. The licensee shall make good the excavated trench for lying of cables/ ducts by proper filling and compaction, so as to restore the land in the same condition as it was before digging the trench and shall clear the debris / loose earth produced due to execution of trenching to the satisfaction of NHAI.
- XIV. All crossing of connecting road to National Highway would be done through trench less technology by drilling the hole at a depth of 1.00m beneath the road pavement - without causing any damage or collapse of the road. In case any damage is caused to the pavement of these cross road the licensee will be required to restore the road to its original condition at his cost to the satisfaction of officer in charge of the local office of NHAI.
- XV. No payment shall be payable by NHAI to the licensee for clearing debris / loose earth. In case of licensee failing to discharge the obligation of making good of the excavated trench the project director NHAI shall have the option to make good the damages caused by excavation at the cost of the licensee.
- XVI. The licensee shall make his own arrangement for crossing of cross drainage structure reverse etc. In case this not feasible the cables may be carried on the cut side of the railing / parapet and supported on cross road fixed to the cut side of the bridge superstructure. The fixing and supporting agreement with all detail shall be got approved in-advance from the concerned officer of the NHAI. The actual cost of fixing and supporting arrangement shall be borne by the licensee.
- XVII. The licensee shall shift the cable / ducts at his own cost and risks within 30 days from the issue of the notice by the concerned officer of the NHAI to shift the cable in case it is required for the widening of the highway or widening of

Permission for lay 2Nos. 185 Sqmm 3 Core HT Cable on NH-25 (Lucknow - Kanpur Section) at Km. 3.015 to 10.300, Sahasra Nagar, Tehsil - Lucknow, Lucknow in the state of U.P.


Project Director, NHAI

For NHAI, Lucknow


Project Director, NHAI

For NHAI, Lucknow

XVIII.

·XIX·

xx

xxi.

XXII.

xix.

Permission for
Section) at Km

15-00000

agreement has been executed in duplicate and each party to
this agreement has retained one copy of each

in witness whereof
the day and the year first above written

SIGNED SEALED AND DELIVERED BY FOR AND ON BEHALF OF
PRESIDENT OF INDIA

GM cum Pr

National Highway Authority of India,
PIU, LKO

In the presence of (witnesses)

अधिरास अमियन्ता
बहुत निर्माण खण्ड (महुरी), देहा

In the presence of (witnesses)

Permission for lay 2110m 25 Sq mm, 3 Core, 11 KV HT Cable on NH-25 (Lucknow - Kanpur
Section) at Km. 111.5 to 112.5 Saran Nagar Teh. 1st Div. Lucknow in the state of U.P.